

AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF DEFENSE
AND
THE NEW ZEALAND DEFENCE FORCE
CONCERNING DEFENSE COMMUNICATIONS SERVICES

The United States Department of Defense (USDOD) and the New Zealand Defence Force (NZDF), (the "Parties"):

- RECOGNIZING the need for improvement in telecommunications service affecting defense communications channels and record message traffic between the USDOD and the NZDF;
- NOTING that the United States Global Information Grid (GIG) and the New Zealand Defence Communications Network (NZDCN) are interconnected via limited telecommunications channels and presently exchange narrative record traffic through a direct, on-line interface between the US GIG Defense Message System (DMS) National Gateway Center (NGC) and the NZDCN;
- NOTING that the capability exists to upgrade the existing telecommunications channels and services between the US GIG and the NZDCN;
- DESIRING TO RECORD ARRANGEMENTS for further cooperation relating to the establishment, assignment, utilization, practices, procedures and payment for telecommunications services shared or provided between the US GIG and NZDCN;

HAVE AGREED AS FOLLOWS:

Commonwealth of Virginia
County of Arlington

On this 31st day of March, 2006, I certify that this is a true copy of the above entitled document, the original of which is on file in the Office of the General Counsel, Defense Information Systems Agency, P.O. Box 4502, Arlington, Virginia 22204-4502.

Sandy L. Carine
Sandy L. Carine, Notary Public

My Commission Expires September 30, 2006

ARTICLE I: SCOPE

1. The United States (US), Australia (AS), and New Zealand (NZ) have existing telecommunications channels and services (defined as the SIMPSON system) between the US GIG, the ASDCS and the NZDCN. This Agreement covers these channels and services between the US and NZ and the data handling equipment in the terminals in the US and NZ to link the systems. This Agreement also covers existing High Frequency radio system between US GIG and NZDCN facilities.

2. The AS/US communication agreement dated the thirteenth day of July 1999 expired in July 2004 and is currently being re-negotiated. It is concerned with the US/AS responsibilities for the SIMPSON system. Any amendment or cancellation of the successor agreement shall require a bilateral review between USDOD and NZDF of the operational, technical and funding arrangements set out in the Annexes to this Agreement.

ARTICLE II: ORGANIZATIONAL AND TECHNICAL RESPONSIBILITIES

1. The Director, Defense Information Systems Agency (DISA), and the Chief Information Officer (CIO), on behalf of the USDOD and NZDF, respectively, shall be responsible for the implementation of this Agreement. The development of any further technical and operational proposals and procedures for telecommunications services which result from this Agreement will be accomplished through close liaison and consultation between these persons.

2. The Commander, Defense Information Systems Agency, Pacific Area (DISA-PAC), acting as Executive Agent on behalf of the Director DISA; and CIO are authorized to coordinate those changes affecting the technical, operational and funding arrangements set forth in the Annexes to this Agreement. Coordinated changes shall be submitted to the Director, DISA, who has the authority to amend the Annexes of this Agreement for the USDOD and to CIO who has the authority to amend the Annexes of the Agreement for NZDF.

3. This Agreement includes Annexes A through F, attached, covering Technical Arrangements, Communications Practices and Procedures, Postal and Message Addresses, HF Restoral, and Funding.

4. Direct coordination between the USDOD and NZDF telecommunications stations is authorized and encouraged. This coordination may be accomplished by correspondence, messages, or personal visits, keeping DISA-PAC and CIO advised. The message and postal addresses of the USDOD and NZDF authorities concerned are reflected in Annex C.

5. All interface equipment must comply with US Defense Message System (DMS) Compliance Capstone Test & Evaluation Master Plan (TEMP) prior to connection to DMS. At DISA's request, NZDF will assist in conducting DMS-Capstone TEMP functionality testing which includes the DMS Component Approval Process (DMS CAP) IAW DISA Memorandum, DIS, 24 Mar 93, to validate compatibility of the terminal with the network. DISA will, in turn, provide advanced notification of any non-transparent changes to the operation of the NGC and US Defense Message System (DMS). Likewise, NZDF will provide prior written notification to DISA of any changes in hardware, software, location, interface devices or parameters of NZDCN gateway terminals handling NGC traffic.

With the closure of the US legacy DTHs in 2003, the Fort Detrick National Gateway Center became the US interface with NZDF for the continued exchange of record communications. External to the NZDF, the National Gateway Center will, when necessary, convert legacy ACP 127 formatted messages received from NZDF into x.400 for delivery to US addressees serviced by DMS. The National Gateway Center will convert x.400 and JANAP 128 formatted messages received from US activities to ACP 127 format for delivery to NZDF addresses.

ARTICLE III: IMPLEMENTATION

1. In the implementation of this Agreement, each Party has overall responsibility for its own communications system, for each of the component parts of that system and for fulfilling its own communications requirements. This responsibility includes:

- a. Carrying out and bearing the cost of procurement, installation, operation and maintenance of equipment required as laid down in the Annexes; and
- b. Acquiring and bearing the cost of any services (such as leasing circuits) required.

The Parties recognize, however, that each shall require assistance of the other in carrying out the tasks for which it is responsible. Therefore, the Annexes to this Agreement set out in detail the specific resource responsibilities for the circuits and terminals involved in this Agreement. The assignment of resource responsibilities in Annexes A and B is intended only to establish which Party to the Agreement shall perform the assigned tasks. The overall cost of performing each task shall still be borne by the Party for whose communications system the task is performed.

2. The Parties recognize that the USDOD shall provide certain equipment to NZDF for use in the NZDCN. The parties will enter into a lease to govern the provision of that equipment, if appropriate.

3. The Parties recognize that the US GIG is dependent on leased commercial circuits for its operations in NZ. CIO will order and pay for circuits for the use of the US GIG in the normal manner for telecommunications circuits leased by NZDF. These costs will be offset against charges incurred for NZDF access to the US SIG.

4. The parties recognize that the implementation of this Agreement is subject to the laws of NZ and the US and the authorization and appropriation of funds.

5. The communications channel assignments and utilization arrangements applicable to the NZDF/USDCD cooperation under this Agreement are contained in Annex A and its Appendices, which specify resource responsibilities and detailed channelization of the designated trunks (circuits), as well as control responsibilities and operational procedures.

6. Handling arrangements for the transmission of defense communications between the record networks of the US GIG and the NZDF under the terms of this Agreement are contained in Annex B. The Appendices to this Annex identify the designated transfer stations and specify the technical details and resource responsibilities to carry out this Agreement.

ARTICLE IV: FUNDING

1. The Parties have entered into this Agreement with the understanding that the exchange of communications support and related supplies and services to be undertaken pursuant to this Agreement shall be an exchange of equivalent value and that there consequently shall be no requirement for monetary payments. If actual practice demonstrates that the value of the communications support and related supplies and services being exchanged is not equivalent, then the Parties shall enter into negotiations to adjust the arrangements so that the values remain substantially equivalent. If such adjustment is not possible, then any accrued credits and liabilities resulting from an unequal exchange of communications support and related supplies and services during the term of this Agreement annually shall be liquidated by direct payment to the Party having provided the greater amount of communications support and related supplies and services.

2. Each Party shall bear the costs of operations and maintenance of its own telecommunications system and of meeting its own telecommunications requirements

including those costs associated with the use of the other Party's telecommunications systems.

3. Each Party shall reimburse the other Party for the costs of access to and use of the supplying Party's communications systems. In those instances where one Party performs services for the other, reimbursement for the cost of these services shall be negotiated.

4. Detailed funding arrangements pertinent to this Agreement are contained in Annex F.

ARTICLE V: SECURITY

1. Any classified information or material exchanged under the terms of this Agreement shall be protected in accordance with the national requirements pertaining to each country concerning the handling of classified information.

ARTICLE VI: RELEASE OF INFORMATION TO THE PUBLIC

1. The release of information (formal releases or answers to queries) to the press or public concerning the arrangements and activities resulting from this Agreement shall not occur before consultation between the Parties. Questions addressed to one Party, concerning the activities of the other shall be referred to the other Party.

2. Each Party shall take all lawful steps available to it to keep information exchanged in confidence under this Agreement free from disclosure under any legislative provision unless the other consents to such disclosure.

3. To assist in providing the desired protection, each Party shall mark such information furnished to the other with a legend indicating the country of

origin, the conditions of release and the fact that the information relates to this Agreement, and that it is furnished in confidence.

4. Unclassified information provided by either Party to the other in confidence, and information produced by either Party pursuant to this Agreement requiring confidentiality, shall be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

ARTICLE VII: WAIVER OF CLAIMS

1. Each Party to this Agreement waives any claim, which it may have against the other Party for damages resulting from any failure of the equipment, system or handling of record telecommunications under the provisions of this Agreement.

2. The USDOD shall exercise the same precautions in handling NZDF record traffic as those used in handling USDOD record traffic within the DMS. NZDF shall exercise the same precautions in handling USDOD record traffic as those used in handling NZDF record traffic within the NZDCN.

ARTICLE VIII: DISPUTES

1. Any disagreement regarding the interpretation or implementation of this Agreement shall be resolved by consultation between the Parties and shall not be referred to an International Tribunal or Third Party for settlement.

ARTICLE IX: ENTRY INTO FORCE, TERMINATION AND REVIEW

1. This Agreement shall enter into force on the date of last signature and shall remain in force for five years but, within that period, may be terminated by either Party 90 days after written notification is given to the other Party or sooner by mutual consent.

2. Each Party shall bear its own costs resulting from the termination of this Agreement in addition to any Article IV, paragraph 1, Liabilities.

3. This Agreement shall be reviewed annually by the Parties hereto and nonsubstantive changes, that is those changes affecting the technical, operational and funding arrangements set out in the Annexes, may be made to the Annexes without renegotiation of the basic Agreement.

ARTICLE X: LIST OF ANNEXES AND APPENDICES

The following are attached to and form part of this Agreement:

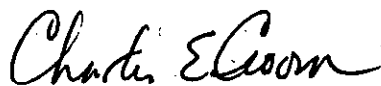
- Annex A - Technical Arrangements
- Appendix 1 - Responsibilities, Utilization, Operation and Funding of the Time Division Multiplexing System (TDMS)
- Attachment 1 - System Diagram
- Annex B - Communications Practices and Procedures
- Appendix 1 - NGC - SECNET Interface Operating Procedures
- Attachment 1 - Technical Characteristics of the NGC-SECNET Interface
- Attachment 2 - Resource Responsibilities for the NGC-Wellington SECNET Interface
- Annex C - Postal and Message Addresses of Authorities Concerned with NZDF/USDOD Telecommunications Agreements
- Annex D - Reserved
- Annex E - Restoral Plan for SIMPSON Communication System
- Appendix 1 - Summary of Restoral Situations
- Annex F - Funding Agreements

IN WITNESS WHEREOF the undersigned have signed this Agreement.

FOR THE UNITED STATES

DEPARTMENT OF DEFENSE:

Signature:



Name: Charles E. Groom, Jr.

Title: Lieutenant General, USAF

Agency: DISA

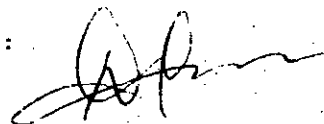
Date Signed: 30 March 2006

Place Signed: Arlington, Virginia

FOR THE NEW ZEALAND

DEFENCE Force:

Signature:



Name: Mr. D.M. Locke

Title: Chief Information Officer

Agency: New Zealand Defence Force

Date Signed:

13/12/2005

Place Signed:

Wellington NZ

ANNEX A TO THE NZDF/USDOD
AGREEMENT
CONCERNING DEFENSE COMMUNICATIONS
SERVICES

TECHNICAL ARRANGEMENTS
SIMPSON PHASE III

1. Purpose. The purpose of this Annex is to set forth the technical arrangements relating to the assignment, utilization and specification of communications channels.

2. Trunks (Circuits) Included In These Arrangements

a. Technical arrangements for the following trunks (circuits) are included in this Annex with capacities as detailed in the Appendices.

- (1) Circuits in accordance with the approved System Diagram.
- (2) Restoral Plan: Provided at Annex E.

b. Permanent changes to trunks (circuits) will be the subject of an appendix to this Annex (see paragraph 4 for changes to channels).

3. Equipment Compatibility.

a. No alterations of equipment which will affect compatibility will be made without mutual consent between the Parties concerned.

b. CIO will assist DISA, working with Commander, DISA PAC, to determine commercial interface requirements in NZ.

4. Allocation and Change Procedures.

- a. The channelization of the trunks referred to in paragraph 2 above will be as set forth in the System Diagram. Channelization Records (TSOs) will be exchanged at appropriate intervals, by Commander, DISA PAC and CIO.
- b. Permanent changes to channelization affecting circuits between U.S./NZ, U.S./AS and AS/NZ will be by mutual arrangement between CIO and DISA through Commander, DISA PAC. The AS Director General Joint Communications Electronics (DGJCE) will assume Channel Manager responsibilities in AS for circuit/channel cross connects to the AS to NZ TDMS, subject to acceptance of this role by the ASDOD in a separate agreement. This shall be effected by the AS Manager (i.e DGJCE) submitting narrative channelization change requests to DISA-PAC, informing NZ. DISA-PAC will generate the TSR/TSO.
- c. Spare system capacity, either existing at the time this Agreement becomes effective or created as a result of subsequent system expansion, will be made equitably available on a reimbursement basis to either party (or as a shared cost for joint requirements) as valid requirements are identified.
- d. DISA will provide CIO with any required DISA Circulars.
- e. Short-term allocation (not to exceed 30 days) of spare channels may be arranged mutually by the terminating communications stations concerned. If such short-term allocations are required to be extended beyond 30 days, Telecommunication Service Request (TSR) action is to be initiated to formalize the circuit.

- f. Nothing in this document will be interpreted to prevent emergency arrangements or preemption to satisfy urgent channel requirements. Any such emergency arrangements must be formalized by specific after-the-fact confirmation by CIO and DISA through Commander, DISA PAC.

5. Restoration Priorities.

- a. The USDOD and NZDF restoration priority systems are compatible and each Party recognizes the other's priorities as equivalent to its own.
- b. In the event of telecommunications failure, restoration actions will be accomplished in accordance with a restoral plan mutually developed by CIO and DISA through Commander, DISA PAC and detailed in Annex E.
- c. For commercial lease trunks/circuits, the US International Carriers (USICs), in coordination with New Zealand International Carriers (NZICs), will be responsible for ensuring prompt restoral of service when interruptions occur and for corrective actions that eliminate recurring problems.

6. Circuit Specifications.

- a. DISA has the requirement for end-to-end technical sufficiency for all circuits regardless of method of leasing or the number of agencies and carriers involved in providing the service.
- b. DISA, in coordination with DGJCE, will specify end-to-end criteria and monitor establishment of the trunks/circuits identified in the System Diagram and TSCs, subject to acceptance of this role by the ASDOD in a separate agreement. Once a leasing action is initiated, each Party will

take appropriate measures to ensure that the installation and operation of these circuits meet operational requirements.

- c. CIO and DISA recognize that the USIC, as DISA's contractor for transoceanic leased trunks/circuits, will be responsible for end-to-end technical sufficiency, in coordination with NZICs. Both the NZICs and the USIC, as representatives of their respective customers, should coordinate directly to assure continued end-to-end technical sufficiency. Conflicts between the respective carriers (NZICs and USICs) which cannot be resolved mutually will be referred to CIO and DISA, respectively, for resolution.
- d. CIO will provide DISA with circuit numbers and other general information for record purposes that may aid the joint operation and coordination process. DISA will provide CIO with USDOD circuit numbers and other general information for record purposes that may aid the joint operation and coordination process.
- e. Leased circuits will be specified in terms of CCITT specifications and any departures from these will be clearly described during ordering, together with any division of responsibilities between USIC's. Variations from CCITT specifications will be on a mutually arranged basis.
- f. The trunk Tech Control Facility or Circuit Control Office (TCF/CCO) will schedule periodic end-to-end quality control tests on selected circuits and trunks as required.

7. Operating Conditions and Constraints.

- a. The arranged restoral path (Annex E) will be maintained in a condition that will permit immediate activation by terminal stations without referral to higher authority in the event of an outage or when otherwise required. Periodic tests of this restoral path will be arranged between the terminating stations to be conducted at least monthly for a 72-hour period, with an objective of terminating all identified traffic channels within 30 minutes from the time the test is commenced.
- b. Neither Party to this Agreement will deny telecommunications service to the other during exercises as a means of simulating actual failures, unless mutually arranged in advance.
- c. DISA may suspend, in whole or in part, intra-USGIG telecommunications services provided to NZ CIO under the terms of this Agreement and Annexes thereto, and NZ CIO may suspend, in whole or in part, intra-New Zealand telecommunications services provided to the USDOD under the terms of this Agreement and Annexes thereto, in order to meet the requirements of a US or New Zealand emergency or disaster. The Parties, as a minimum, shall comply with Paragraph 8 of this Annex to allow for contingency preparations/implementations.

8. Reporting.

- a. Each terminal station will be responsible for reporting on the trunk it terminates in accordance with its own national instructions. The US GIG stations will be regarded as the reported-on stations by the NZDF stations and vice versa.

- b. Mutual assistance between Commander, DISA PAC and CIO will include, but not be limited to, the following:

(1) Exchange of current information on the operational status of telecommunications facilities of common interest.

(2) Prompt notification of interruptions and significant changes when available and relevant, for example, facility releases for preplanned outages, outages due to natural or man-made disasters, and impending labor strikes.

9. Control.

- a. Trunk technical control will be vested in a designated TCF.
- b. Control of circuit tail segments and subscriber equipments will be the responsibility of the respective CCO.
- c. TCF designation of each trunk will be achieved by mutual consultation between the national stations at each termination of that trunk.

APPENDIX 1 TO
ANNEX A TO THE
NZDF/USDOD AGREEMENT CONCERNING
DEFENSE COMMUNICATIONS SERVICES

RESPONSIBILITIES, UTILIZATION, OPERATION AND FUNDING
OF THE
TIME DIVISION MULTIPLEXING SYSTEM (TDMS)

1. Purpose. This Appendix specifies responsibilities for the utilization, operation and funding of the TDMS.
2. System Description. Provided in the approved System Diagram, trunk, and circuit TSOs.
3. Responsibilities. Specific responsibilities for the TDMS arrangement are as follows:
 - a. The USDOD is responsible for:
 - (1) In the context of the cost sharing arrangements of this Agreement, paying for the lease services, in accordance with Annex F.
 - (2) Installing, providing, operating and maintaining all TDMS equipment at Fort Detrick, Frederick, MD.
 - (3) Connecting the transfer circuits at the US DMS National Gateway Center (NGC) interface station.
 - (4) Providing the Circuit Control Office (CCO) for all GIG circuits that pass through the facility and the TCF for the Detrick-Wellington circuit.

b. NZDF is responsible for:

- (1) Providing, installing, operating and maintaining all TDMS equipment at Wellington.
- (2) In the context of the cost sharing arrangements of this Agreement, paying for the lease services, in accordance with Annex F.
- (3) Leasing, as required by DISA PAC, any telecommunications circuits and equipment required by USDOD users within NZ.

4. Technical Control and Coordination.

a. Responsibilities of the CCO's:

- (1) Prepare and coordinate with users and commercial agencies schedules for activation, deactivation, restoral, testing and reporting to the TCF of circuits for which control responsibility has been assigned.
- (2) Advise the TCF of any conditions which might affect service. Such conditions would include failure to meet circuit order or Telecommunications Service Order (TSO) specifications, non-availability of leased circuits segments, etc.
- (3) Record, file and forward to the TCF, as required, test data resulting from scheduled and unscheduled in-service and out-of-service quality control tests.

- (4) Keep the TCF, users and other CCO's informed of the progress of restoration work or of any conditions that may affect serviceability.

5. Quality Control and Test Equipment.

- a. Quality Control. Quality control tests will be conducted on all circuits and trunks of the TDMS as follows:

- (1) Every 72 hours an in-service signal level check will be made on both the send and receive sides of the leased trunks. A record of these tests will be maintained in the station.
- (2) Every three months, an out-of-service quality control test will be conducted on each trunk of the system. The TCF will coordinate the action with the CCO's 21 days prior to the scheduled test date.
- (3) The CCO's will coordinate with all users of the system, notifying them of the scheduled tests and whether their circuits will be restored in accordance with the Restoral Plan in Annex E.

- b. Test Equipment. To properly accomplish the quality control tests prescribed, test equipment equivalent to this is required at each station: Fireberd 6000-Digital Data Test Set.

- c. Tests. Tests will be conducted in accordance with DCA Circulars 310-70-1 Vol II Supp 1 and 300-175-9.

6. Circuit Allocation and Change Procedures.

a. This section sets forth the technical arrangements relating to the assignment and utilization of the TDMS. The applicable trunks are:

- (1) Detrick-Canberra Trunk (Network Equipment Technologies (NET) Promina equipped).
- (3) Canberra-Wellington Trunk (Network Terminal Unit (NTU) and NET Promina equipped).
- (3) Detrick-Wellington Trunk (NET Promina equipped).

b. All channels of the TDMS in Canberra and Wellington are under joint control. Channels not allocated are spare and may be used, subject to mutual agreement of the Parties affected, for any purpose allowed by this Agreement. Circuit assignments on all levels of multiplex trunks will be accomplished by TSO's issued in accordance with DISAC 310-D130-1, 'Submission of Telecommunications Service Requests'. TSR's will be generated by DISA. TSO's will be issued by DITCO-PAC. PDC code will be YPBHAP. TSR and TSO action in support of the link between AS and NZ will be in accordance with separate telecommunications actions by the involved Parties. The TSO is the authority for establishing circuit requirements and system channel allocations. Changes to existing circuits, deactivations or new circuit requirements will be accomplished by TSO action. The use of spare channels for temporary circuit restorals is authorized and channel assignments will be accomplished by the TCF. Use of spare channels for temporary circuit restorals will not exceed thirty days duration with submission by the TCF of a request for temporary circuit extension in the event of an emergency situation. Use of spare channels for preemption of lower priority circuits can be accomplished without CIO and DISA coordination; however, after-the-fact notification is required.

7. Records.

a. The CCO will maintain the following records on the TDMS trunks and circuits:

(1) Circuit Layout Record. Circuit layout records will show:

- (a) End-to-End configuration.
- (b) CCO/TCF assignments.
- (c) User Contact Number.
- (d) In-Station patch panel appearances.
- (e) Data rate.
- (f) User equipment.
- (g) Restoral route, if any.

(2) Station Logs. Station Logs will be maintained at all stations.

All Station Logs will use G.M.T. The following items will be entered on the Station Log:

- (a) Station: Name of Station;
- (b) Date: Current Month, Day and Year;
- (c) Time Period: Time covered by the log;
- (d) Circuit or Trunks: Identification of the circuit or trunk pertaining to the log entry;
- (e) G.M.T.: Time of event or action;
- (f) Operator Initials: Initials of the individual making the entry;
- (g) Action/Event: Narrative explanation of the action or event.
Enter sufficiently detailed information to fully explain the situation.
- (h) All station logs will be held for one year before destruction.

(3) History Folders. History folders will be maintained on all circuits and trunks of the TDMS by each station. The folders will contain the following as a minimum and will be maintained for the life of the circuit or trunk:

- (a) Copy of all circuit orders and/or TSO's and Completion Reports (In-effect, Delayed Service or Exception);
- (b) Inside station cable ties;
- (c) Cross-connect record;
- (d) Inside station equipment.